



County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

CONTRACT EXTENSION FOR PRODUCTION OF TELEVISED BOARD MEETINGS AND RELATED SERVICES (ALL SUPERVISORIAL DISTRICTS AFFECTED) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached amendment to Agreement Number 68014 with contractor, Network Television Time, Inc., to extend the term of the Agreement for one year through November 30, 2008, at the current rates, to provide the County with production services for the televised hearings and meetings of the Board.
2. Direct the Chief Executive Officer to allocate sufficient funds in the County's annual budget from the Cable TV Franchise Fund for payments authorized under the amendment over its term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended amendment requires the contractor to provide the same general services that are being provided under the current Agreement. The contractor will continue to produce broadcasts of the Board meetings, with simultaneous closed captioning and

Spanish translation, on-screen graphics, and electronic transcripts. This Agreement extension will enable time for the Chief Executive Office (CEO) to evaluate available technologies that can be integrated and aligned with the implementation of the County Channel.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan Goals of Service Excellence and Organizational Effectiveness. The amendment will provide the public and the County's employees with easy access to Board meetings and transcripts. Services provided by the contractor save County employees time and effort, particularly in the creation of minutes of the Board's meetings.

FISCAL IMPACT/FINANCING

The proposed amendment will be for a one-year term at the same rates delineated in the current Agreement; however, a production or administrative fee will no longer be charged to the County, as mutually agreed by the contractor and County. Cost of living adjustments (COLA's) will be provided only as allowed by current Board policy on contract COLA's.

The cost of the proposed amendment will be financed by the Cable TV Franchise Fund. Revenues generated from cable company franchise fees will be sufficient to fund the proposed amendment without any General Fund financing.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed amendment extends the Agreement for a term of one year. The amendment further provides that the Agreement can be cancelled for convenience by the County with 30 days' written notice. The proposed amendment also includes insurance provisions that conform to current policies of the County.

With this amendment, the name of the Project Administrator (also known as the Project Manager) will be amended to name Susan Herman, CEO Cable & Telecommunications, who has assumed the Project Administrator responsibilities formerly managed by Judy Hammond, CEO Public Affairs.

The current contractor has agreed to a one-year extension to provide continued production services for televising meetings while the County evaluates the changing technology in live broadcast of public meetings and analyzes its current and future needs, particularly as it relates to the launch and operation of the County Channel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendment will continue to enhance the County's efforts to open its Board meetings to members of the public so that they might be better able to understand and participate in their government.

CONCLUSION

The original copy of the amendment, which has been approved as to form by the County Counsel, is presented for execution by this office. One fully executed copy should remain in the Board's files and two copies should be returned to the CEO Cable and Telecommunications Office, who will forward one copy to the contractor.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:GK
SH: hg

Attachment

c: County Counsel
Executive Officer, Board of Supervisors

**Amendment Number Eleven to Agreement Number 68014
for the Production of Televised Board Meetings**

This Amendment Number Eleven to Agreement Number 68014 is made and entered into

BY AND BETWEEN COUNTY OF LOS ANGELES, a body
corporate and politic, hereafter
("COUNTY").

AND NETWORK TELEVISION TIME, INC.,
hereafter ("CONTRACTOR").

WHEREAS, on February 7, 1995, the County and Contractor entered into Agreement Number 68014 to provide the COUNTY with production services for the videotaping of hearings and meetings of the Board of Supervisors of the COUNTY;

WHEREAS, on March 12, 2002, the COUNTY and CONTRACTOR entered into an Amendment to Agreement Number 68014 to extend the term of the Agreement from April 17, 2002 to October 17, 2002;

WHEREAS, on October 1, 2002, the COUNTY and CONTRACTOR entered into an Amendment Number Two to Agreement Number 68014 to extend the term of the Agreement from October 17, 2002 to April 17, 2003;

WHEREAS, on February 10, 2003, the COUNTY and the CONTRACTOR entered into Amendment Number Three to Agreement Number 68014 to add additional services to be performed by CONTRACTOR under the Agreement;

WHEREAS, on March 25, 2003, the COUNTY and CONTRACTOR entered into an Amendment Number Four to Agreement Number 68014 to extend the term of the Agreement from April 17, 2003 to October 17, 2003, and to authorize the Chief Executive Officer, or his designee, to further extend the term of the Agreement, on a month-to-month basis, for up to an additional six-month period;

WHEREAS, on July 1, 2003, the COUNTY and CONTRACTOR entered into an Amendment Number Five to Agreement Number 68014 for provision of additional service to be performed by the CONTRACTOR under the Agreement;

WHEREAS, on March 23, 2004, the COUNTY and CONTRACTOR entered into an Amendment Number Six to Agreement Number 68014 to extend the termination date of the Agreement from April 17, 2004 to June 30, 2004;

68014
BSS
Supplement No. 7

WHEREAS, on March 16, 2004, the COUNTY and CONTRACTOR entered into an Amendment Number Seven to Agreement Number 68014 for installation of a new plasma screen in the Board's hearing room;

WHEREAS, on June 8, 2004, the COUNTY and CONTRACTOR entered into Amendment Number Eight to Agreement Number 68014 to extend the term of the Agreement to July 31, 2004, and to authorize the Chief Executive Officer, or his designee, to further extend the term of the Agreement for up to an additional four (4) months;

WHEREAS, on November 16, 2004, the COUNTY and CONTRACTOR entered into Amendment Number Nine to Agreement Number 68014 to extend the term of the Agreement to November 16, 2007, and add additional terms and conditions.

WHEREAS, on May 12, 2005, the COUNTY and CONTRACTOR entered into Amendment Number Ten to Agreement Number 68014 to add services required by the COUNTY and to clarify certain terms of the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, COUNTY and CONTRACTOR hereby agree to this Amendment Number Eleven to Agreement Number 68014 to extend the termination date to and following November 30, 2008, and to add additional terms and conditions as follows:

1. Paragraph 2.1.1 of the Agreement Number 68014, as amended, is hereby amended to read as follows:

2.1.1 COUNTY's Project Director shall be the following person or her designee:

Sachi A. Hamai, Executive Officer
Chief Executive Office
500 West Temple Street, Room 383
Los Angeles, CA 90012

COUNTY's Project Administrator, also sometimes referred to as the Project manager, shall be:

Susan Herman
Chief Executive Office
500 West Temple Street, Room 713
Los Angeles, CA 90012

2. Paragraph 6 of Agreement Number 68014, as amended, is hereby amended to read as follows:

6. TERM:

The term of this Agreement shall commence upon approval of the Board of Supervisors and shall expire November 30, 2008, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

3. Paragraph of 13 Agreement Number 68014, as amended, is hereby amended to read as follows:

13. INSURANCE:

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

1. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to Susan Herman, Chief Executive Office, 500 West Temple Street, Room 713, Los Angeles, CA 90012 prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - a) Specifically identify this Agreement
 - b) Clearly evidence all coverages required in this Agreement
 - c) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation of any policies evidenced on the certificate of insurance
 - d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - e) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all

such retained losses and related costs, including but not limited to, expenses or fees, or both, related to investigations, claims, administrations, and legal defenses. Such bond shall be executed by a corporate surety license to transact business in the State of California.

2. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. best rating of not less than A:VIII, unless otherwise approved by COUNTY.
3. **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable by the COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premiums costs advanced by COUNTY for such insurance.
4. **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to the COUNTY:
 - a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - b) Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - c) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the Project manager.
 - d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Agreement.

5. **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
6. **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall insure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- a) CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
 - b) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractors insurance coverage at any time.

4. CONTRACTOR agrees not to charge COUNTY for any Administrative Fee/Breakdown or Production Fee as described in Exhibit A.

In WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Eleven to Agreement Number 68014 to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number Eleven to be subscribed in its behalf by its duly authorized signatory this 6TH day of NOVEMBER 2007.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made. COUNTY OF LOS ANGELES

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By: *[Signature]*
Chair, Board of Supervisors

ATTEST:

By: *[Signature]*
Deputy

SACHI A. HAMAI
Chief Executive Officer
of the County of Los Angeles

By: *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

08 NOV 06 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

NETWORK TELEVISION TIME, INC.

By:



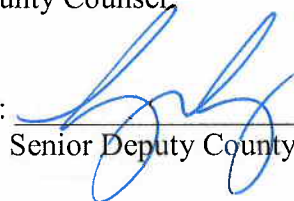
Bruce Arditte, President

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By:



Senior Deputy County Counsel